

Birch Telecom of the South, Inc.

Long Distance

**TARIFF
of
BIRCH TELECOM OF THE SOUTH, INC.**

This Tariff, filed with the Kentucky Public Service Commission, contains the rates, terms and conditions applicable to the provision of intrastate interexchange telecommunications services and non-switched local exchange telecommunications services in the Commonwealth of Kentucky by Birch Telecom of the South, Inc. This Tariff is on file with the Kentucky Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAY 26 2000

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

Issued: April 26, 2000

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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SECRETARY OF THE COMMISSION

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Birch Telecom of the South, Inc.
David E. Scott, President

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1. EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- | | | |
|-----|---|-----|
| (C) | to signify changed rule or regulation | |
| (D) | to signify discontinued rate or regulation | |
| (E) | to signify a corrected error | (T) |
| (F) | to signify a change in format or lettering | (N) |
| (I) | to signify increased regulation | (N) |
| (M) | to signify matter relocated without change | |
| (N) | to signify new rate or regulation | |
| (P) | to signify a change in practice | (N) |
| (R) | to signify reduced regulation | |
| | | (T) |
| (T) | to signify a change in text but no change in rate or regulation | |
| | | (T) |

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Birch Telecom of the South, Inc.
David E. Scott, President

2. APPLICATION OF TARIFF

The service rates and regulations set forth in this Tariff are generally applicable to the provision of intrastate interexchange telecommunications services and non-switched local exchange telecommunications services by Birch Telecom of the South, Inc. (the "Company").

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David E. Scott, President

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3. DEFINITIONS

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise requires:

Company, the – Birch Telecom of the South, Inc., unless the context indicates otherwise.

Commission – Kentucky Public Service Commission, unless the context indicates otherwise.

Customer — The person, firm, corporation or other legal entity which contracts with the Company to receive telecommunications services from the Company.

Customer Premises – One Customer Premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on the same property.

Circuit — A communications path of a specific bandwidth or transmission speed between two or more points of termination.

Facilities — All Company-owned or operated equipment and Cable Facilities used to provide telecommunications services.

Individual Case Basis — A service arrangement in which the conditions, rates, and charges are developed based on the specific circumstances of the case.

LATA – Local Access and Transport Area

Premises — A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.

Personal Account Code – A numeric or alpha-numeric sequence which uniquely identifies a travel card.

Private Line Service - An unswitched full-time transmission service utilizing the Facilities to connect two or more designated locations of the same Customer or User.

Terminating Facilities — All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Company's network and provides a point of interface/connection to which the Customer can connect its equipment. This may include electronic equipment, cable, wiring, connecting panels and blocks.

User — A person, firm, or corporation designated as a user of common carrier services furnished to the Customer. A User must be specifically named in the Customer's application for services.

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4. PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE

4.1 The Company shall provide non-switched local exchange telecommunications service to Customers which enter into written contracts with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this Tariff. Terms not specifically governed by this Tariff will be individually negotiated with each prospective Customer. The Company will not provide services to any Customer until a contract has been executed. On a proprietary basis, the Company will provide copies of customer contracts to the Commission's Staff on request.

4.2 Obligations of Customer

4.2.1. Conditions for Use: Service may be used for the transmission of information of the Customer provided that:

- A. The Customer has requested service in accordance with the terms and conditions set forth in this Tariff; or the Customer has entered into a written contract with the Company;
- B. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
- C. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of this Tariff and the contract entered into between the Customer and the Company.

4.2.2. General Obligations

The Customer shall be responsible for:

- A. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.
- B. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or its agents.
- C. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.
- D. The provision of the power, wiring, and outlets required to operate the Facilities installed on the Customer's or User's Premises.

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4. PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (continued)**4.2 Obligations of Customer (continued)****4.2.2. General Obligations (continued)**

- E. The provision, installation, and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with the Facilities. The Customer may be required to install and maintain the Company's equipment within the hazardous area if, in the opinion of the Company, injury or damage to its employees or property might result from installation or maintenance by the Company.
- F. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing, or removing the Facilities.
- G. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
- H. All actions or omissions of a person, firm, or corporation appointed by the Customer as its agent causing harm to facilities or services. No self-imposed limitations of an agent's authority shall be binding on the Company.
- I. Any breach by the Customer of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.

4.2.3 Payment of Rates and Charges: The Customer is responsible for payment of all rates and charges as specified in this Tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. The Company will submit invoices to the Customer, which are due and payable upon receipt at the Customer's general office or at such other places as may be designated by the Customer. Invoices not paid within thirty (30) days are subject to late charges and interest, with interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law, to compensate Company for administrative costs incurred due to such late payments. In addition, failure to pay any past or currently due amounts may result in termination of service as described in Section 4.10 of this Tariff. Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter. The Company will not assess additional penalty charges upon existing unpaid penalty charges.

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4. PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (continued)**4.3 Obligations of the Company**

- 4.3.1 Undertakings: The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnishes to the Customer, unless otherwise specified in the contract entered into between the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.
- 4.3.2 Limitations. The Company shall not be responsible for installation, operation, or maintenance of any Terminating Facilities or communications systems purchased or connected to service by a Customer, unless otherwise specified in the contract entered into between the Customer and the Company. Service is not represented as adapted to the use of any specific equipment or system. The responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the Facilities of the Company and is therefore subject to the availability of such Facilities.
- 4.3.3 Liability and Indemnification:
- A. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Customer or User as a result of any service provided by the Company or use of the Facilities, or the acts, omissions or negligence of the Company's employees or agents.
 - B. The sole remedy for a Customer or User with respect to failure of the Company to maintain proper standards or maintenance and operation or failure to exercise reasonable supervision shall in no event exceed an amount equivalent to the credit for a service interruption specified in the contract between the Company and the Customer or User.
 - C. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location, or use of said equipment so provided.

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4. PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (continued)**4.3 Obligations of the Company (continued)****4.3.3 Liability and Indemnification (continued)**

- D. The Company shall not be liable for any defacement of or damage to the Premises of a Customer, User, or any third party resulting from the furnishing of Facilities or the attachment of the instruments, apparatus, and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.
- E. The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Account Codes issued for use with the Company's services.
- E. The Company shall be indemnified and saved harmless by the Customer or User against:
1. Claims for libel, slander, and infringement of copyright arising from the material transmitted over the Facilities.
 2. Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Customer or User; and
 3. All other claims arising out of any act or omission of the Customer or User or their agents in connection with the Facilities, or information transmitted over the Facilities.

4.3.4 Provision of Facilities

- A. Upon agreement between the Company and the Customer, the Company will provide all Facilities necessary for service.
- B. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Customer.

4.4. Service Period

The period for which service will be provided by the Company to the Customer or User shall be the period specified in the contract between the Customer and the Company.

4.5 Individual Case Basis (ICB) Arrangements

The Company may, in response to a bona fide request from a Customer or User or potential Customer or User, develop a bid for a special service arrangement not currently offered by the Company. An Individual Case Basis arrangement will be offered to the Customer for acceptance in writing. Such Individual Case Basis arrangements may specify, among other things, length of service, minimum volume of service required, and the rates and charges for the proposed service.

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4. PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (continued)**4.6 Special Construction**

Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the Company at the request of the Customer or User, or upon determination by the Company that such charge should apply in that particular instance.

4.6.1. Survey and Design. Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Customer may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Customer, and the appropriate charges therefor. Failure to agree on the performance of such studies, the acceptability thereof, or the charges therefor, shall constitute grounds for denial of the requested service by the Company.

4.6.2. Charges for Special Construction. All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Customer, and shall be the responsibility of the Customer, regardless of the projected charges for the provision of service by the Company.

4.7. Service Offerings

The Company will provide point-to-point and point-to-multipoint, Private Line Services connecting a Customer's or User's locations to one another, or connecting a Customer's or User's locations to interexchange carrier points of presence.

4.8 Service Rates

The rates charged by the Company for the provision of its services to Customers or Users will be offered on an Individual Case Basis and will be structured to at least recover the Company's costs of providing such services. The terms of specific Individual Case Basis contracts will be made available to the Commission upon request on a proprietary basis.

4.9 Special Charges

4.9.1 Out-of-Normal Work Hours: The charges specified in this Section 4.9 do not contemplate work being performed by Company employees at a time when overtime wages apply, due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days of the week other than during normal working hours or days (9:00 a.m. to 5:00 p.m., Monday through Friday), or during holidays, or if the Customer interrupts work once begun, an additional charge may be imposed, equal to the actual higher costs incurred by the Company for overtime and materials.

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4. PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (continued)**4.9 Special Charges (continued)**

- 4.9.2 Maintenance and Service Charge: The Customer may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer or User, or when failure in the Company's equipment or Facilities is attributable to the Customer or User or its agents. That cost shall be based upon the current labor rate and material costs of the Company in effect at the time of the visit.

4.10 Service Cancellations

- 4.10.1 Discontinuance of Service by the Company: The Company, by such notice to the Customer as may be specified in the contract between the Customer and the Company, and in compliance with applicable regulations, may discontinue furnishing service without incurring any liability beyond that stated in the contract, upon:

- A. Non-payment of any undisputed sum due to the Company by a Customer; or
- B. A breach of any of Customer's representations or warranties contained in the contract between the Customer and the Company, or a violation by the Customer of any covenant, term or condition governing the furnishing of service as specified in this Tariff or in the contract for service between the Customer and the Company.

- 4.10.2 Cancellation of Service by the Customer Prior to End of the Contract Period: When the Customer cancels the service prior to the end of the term of the contract, the Customer may be required to pay a cancellation charge in the amount specified in the contract between the Customer and the Company.

- 4.10.3 Cancellation of Application for Service: Where the prospective Customer cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Customer. Where the installation of Facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of facilities for a Customer is considered to have started from the latest contract date or when the Company incurs any expense in connection therewith, whichever occurs earlier.

4.11 Service Interruptions

- 4.11.1 General: The Company agrees to use its reasonable best efforts to assure continuous full-time operation of the service. The customer is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuit is effectively unusable.

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4. PROVISION OF NON-SWITCHED LOCAL EXCHANGE SERVICE (continued)

4.11 Service Interruptions (continued)

- 4.11.2 **Service Restoration:** The Company agrees to use its reasonable best efforts to respond to the Customer's reasonable request for maintenance in connection with the service as soon as reasonably possible. The Company shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Company by the Customer. The Company agrees to use its reasonable best efforts to minimize the duration of any service interruption.
- 4.11.3 **Liability:** The Company shall not be liable for any incidental, indirect, or consequential damages as the result of any service interruption.
- 4.11.4 **Credits:** The amount of credit for any service interruption, if any, shall be specified in the contract between the Customer and the Company.

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE

5.1 The Company shall provide intrastate interexchange telecommunications service to Customers according to the terms and conditions of this Tariff.

5.2. Rules and Regulations

5.2.1 Undertaking of the Company

- A. The Company undertakes to furnish telecommunications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points in different exchanges within the state of Kentucky.
- B. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- C. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities, offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- D. The Company may undertake equipment or facilities additions, removals or rearrangements; routine preventive maintenance; or other service-affecting activities that may occur in normal operation of the Company's business. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.
- E. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.2. Rules and Regulations (continued)****5.2.2 Limitations of Service**

- A. Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Tariff. The Company reserves the right not to provide service to or from a location where legally prohibited.
- B. The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.

5.2.3 Use of Service**A. Permitted Uses**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

B. Minimum Service Period

(F)

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

C. Fixed Service Period

(F)

If Customer and the Company have agreed to a specified term of service, then following expiration of the initial term of service, or any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice.

(F)

D. Termination

Any termination shall not relieve Customer of its obligation to pay any charges incurred under this Tariff or in any service order prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.2. Rules and Regulations (continued)****5.2.4 Liability**

- A. The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed the amount of the credit allowance described in Section 5.2.5 herein. The extension of credit allowances as described in Section 5.2.5 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost income or profits, even if advised of the possibility of the same.
- B. The Company shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.
- C. The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
 - 1. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Tariff;

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Kansas City, Missouri 64106

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.2. Rules and Regulations (continued)****5.2.4 Liability (continued)****C. (continued)**

2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this Tariff or any agreement between the Customer and the Company; or
3. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.

D. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

E. THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.2.5 Interruption of Service

Customer will be entitled to a credit allowance for an interruption of service which is not caused by or does not result from the negligence or act of Customer or to the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other than the Company. A credit allowance is subject to the provisions of this section and the other sections of this Tariff, including, but not limited to, the general liability provisions set forth in Section 5.2.4 herein and the terms of Section 5.2.6 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance.

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.2. Rules and Regulations (continued)****5.2.6 Responsibility of the Customer**

- A. All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities. Customers are responsible for:
1. Placing orders for service; paying all appropriate charges for service rendered by the Company; complying with the Company's regulations governing the service; and assuring that its users comply with regulations.
 2. Providing:
 - (a) the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - (b) the name(s), telephone number(s), and address(es) of the Customer contact person(s).
 3. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:
 - (a) the negligence or willful act of Customer or user;
 - (b) improper use of service; or
 - (c) any use of equipment or service provided by others.
 4. A Customer who subscribes to the Company's intrastate interexchange services and resells these services to others shall be responsible for complying with all laws and regulations of the Commonwealth of Kentucky, which relate in any way to its provision of intrastate interexchange telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, tariffing obligations, and payment of applicable taxes.

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.2. Rules and Regulations** (continued)**5.2.6 Responsibility of the Customer** (continued)**B. Credit Allowances**

1. Credit for failure of service will be allowed only when failure of service is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
2. Credit allowances for failure of service starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
3. Customer shall notify the Company of failures of service and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act or omission of the Customer, or in wiring or equipment.
4. Only those portions of the service disabled will be credited. No credit allowances will be made for:
 - (a) interruptions of service resulting from the Company performing routine maintenance;
 - (b) interruptions of service for implementation of a Customer order for a change in the service;
 - (c) interruptions caused by the negligence or willful act or omission of Customer or its authorized user; or
 - (d) interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

C. Cancellation by Customer

1. Customer may cancel service any time after meeting the minimum service period.

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.2. Rules and Regulations (continued)****5.2.6 Responsibility of the Customer (continued)****D. Payment and Charges for Service**

1. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis on or about the same day each month. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of this Tariff.
2. The Company will not alter the billing cycle unless affected customers are sent a bill insert or other written notice explaining the alteration not less than 30 days prior to the effective date of the alteration. Such notification is not required when a customer requests a number or billing change or when the customer disconnects and reconnects service or transfers service from one premises to another. (T)
3. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free telephone number on all invoices.
4. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s), e.g., collect, toll-free; billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. (T)
5. Service may be denied pursuant to the Commission's rules regarding disconnection of service for nonpayment. Restoration of service will be subject to all applicable installation charges.
6. Customer is liable for all costs associated with collecting past due charges, including all attorney's fees.

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.2. Rules and Regulations (continued)****5.2.6 Responsibility of the Customer (continued)****D. Payment and Charges for Service (continued)**

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7. The Company sets forth the following on bills:

- (a) the number of access lines for which charges are stated.
 - (b) the beginning or ending dates of the billing period.
 - (c) the date the bill becomes delinquent if not paid on time.
 - (d) the unpaid balance (if any).
 - (e) an itemization of the amount due for toll service, including the date and duration of each toll call.
 - (f) an itemization of the amount due for taxes, franchise fees, and other surcharges as may be necessary and appropriate.
 - (g) the total amount due.
 - (h) if applicable, the amount of a deposit and interest accrued on a deposit which has been credited to the charges stated.
 - (i) a telephone number where inquiries may be made.
 - (j) if a deposit is held by the company.
8. If notice of a dispute as to charges is not received in writing, in person or via telephone message by the Company within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Any disputed charges that cannot be resolved between Customer and the Company may be appealed to the Commission.

E. Deposits and Advance Payments**1. Advance Payments**

The Company may require a Customer or applicant for service to make an advance payment (1) if the applicant is unable to establish that he had a previous account with a telephone utility for a period of at least 12 months for which all undisputed charges were satisfactorily paid, or (2) if the applicant has had no previous telephone service or has had previous telephone service of less than 12 months, the applicant's credit record will be accessed and evaluated by means of a mechanized retrieval system between the Company and national recognized credit bureaus. No security payment will be required of those applicants who meet the Company's criteria, as evaluated by the scoring model. The criteria used in assessing a score is as follows: collection judgments, written-off accounts, outstanding collection accounts, various degrees of delinquency history from 30-180 days and not paid in full or current at the time of scoring, bankruptcies, liens, other public records. The advance payment will not exceed an amount equal to the nonrecurring charges and two month's estimated recurring charges, as a condition of continued or new service.

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.2. Rules and Regulations (continued)****5.2.6 Responsibility of the Customer (continued)****E. Deposits and Advance Payments (continued)****1. Advance Payments (continued)**

The advance payment will be credited to the Customer's initial bill and, to the extent that a credit balance remains after the amount of the initial bill has been satisfied, then the credit balance will be applied to subsequent bills in the same manner until there is no balance remaining on the advance payment.

2. Deposits

The Company reserves the right to examine the credit record of all service applicants as stated above and require a security deposit, not to exceed two month's estimated recurring charges, when determined to be necessary to assure future payment. The security deposit will be computed by the Company in accordance with Commission rules and regulations.

Interest will accrue on all deposits at the rate prescribed by law (KRS 278.460 establishes an rate of six percent (6%)), beginning on the date of deposit per 807 KAR 5:006, section 7(6).

If Customer pays all undisputed charges for 12 consecutive billing cycles, the deposit shall be promptly refunded along with accrued interest, or credited to future charges on subsequent bills.

F. Returned Check Charge

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The Company will bill Customer a one-time charge of \$25.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.2. Rules and Regulations (continued)****5.2.6 Responsibility of the Customer (continued)****G. Late Payment Charge**

The Company may apply a late payment charge if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due, multiplied by a factor. The late factor shall be 1.5% per month, but additional penalty charges shall not be assessed on unpaid penalty charges.

Collection procedures are unaffected by the application of the late payment charge. The late payment charge does not apply to final amounts.

5.2.7 Responsibility of the Company**A. Provision of Services**

The Company shall use reasonable efforts to make services available to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff and applicable rules of the Commission.

B. Credit Allowance – Information Records

For listings in alphabetical telephone directories and information records, no liability shall be attached to the Company.

C. Cancellation Credit

Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

D. Disconnection of Service by the Company

The Company may discontinue service or cancel an application for service pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

1. Nonpayment of an undisputed delinquent charge, but the Company shall mail or otherwise deliver to the Customer five (5) days' written notice of intent to terminate, but under no circumstances shall service be terminated before twenty (20) days after the mailing date of the original unpaid bill; or
2. Without notice for tampering with the Company's equipment, hazardous conditions, or Customer use of equipment where it adversely affects the Company's equipment or services; or

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.2. Rules and Regulations (continued)****5.2.7 Responsibility of the Company (continued)****D. Disconnection of Service by the Company (continued)**

3. Without notice in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service, but the Company shall not terminate service to the Customer for this reason without having first made a reasonable effort to obtain Customer compliance and the Customer has been given at least ten (10) days written notice of termination; or
4. Without notice in the event the Company is prohibited from furnishing services by order of a court or other federal, state or local government authority, bureau, agency or commission, or
5. Without notice if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
6. Without notice if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
7. Without notice if the Customer states that it will not or fails to comply with a request of the Company for security for the payment for service(s) or advance payments, as specified in this Tariff; or
8. Without notice if the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
9. Without notice if the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by using tricks, schemes, false or invalid numbers, false credit devices, electronic devices, or other means; or
10. Without notice if the Customer's use of equipment adversely affects the Company's service to others or endangers public safety or health; or
11. Without notice if upon condemnation of any material portion of the Customer's facilities used by the Company to provide service to the Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair; or
12. Without notice for fraudulent use of the Company's network.

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.2. Rules and Regulations (continued)**(T)
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(T)**5.2.8 Restoration of Service**

If service is disconnected for nonpayment, service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, personal check or certified check. If payment is made by personal check, restoration will be effected upon clearance of the check. When a Customer's service has been disconnected in accordance with this Tariff and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service.

5.2.9 Taxes and Surcharges

- A. Customer will be billed and is responsible for payment of applicable federal, state and local taxes, fees, assessments and surcharges assessed in conjunction with service used. All charges and fees subject to Commission jurisdiction, except taxes and franchise fees, will be submitted to the Commission for prior approval.
- B. All taxes, surcharges and assessments (i.e., sales tax, municipal utilities tax, franchise fee, etc.) will be listed as separate line items and are not included in the quoted rates.

5.2.10 Start of Billing

For billing purposes, the start of service is the day of acceptance by the Customer of the Company's service or equipment.

5.2.11 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer provided terminal equipment or Customer provided communications systems, such as PBX, key systems or other telecommunications devices. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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SECRETARY OF THE COMMISSION

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.3 Service Offerings****5.3.1 Toll Service**

Provides facilities to complete interLATA, intrastate or intraLATA, interexchange calls between two points. Customer makes call by dialing directly or with operator assistance. Direct Dialing includes 1 + Area Code (where necessary) + telephone number, or, in some cases for IntraLATA, users must access the Company's network by dialing 1010678 then 1 + Area Code + Number. For operator assistance a customer dials O only, O + telephone number or O + NPA + telephone number for IntraLATA calls.

5.3.2 Calling Card Service

Calling card service provides facilities to complete interLATA and intraLATA calls between two points when the Customer is away from his/her premises. The requesting Customer is provided with a calling card which includes instructions for its use.

5.3.3 Toll-free Service

Toll-free Service provides for facilities for the Customer(s) to receive interLATA and intraLATA calls. The Customer will be assigned unique Toll-free number(s) that, when dialed, will be routed via the Company's network and terminate at Customer's designated local access line(s).

5.3.4 Directory Assistance

The Company furnishes Directory Assistance Service whereby Customers may request assistance in determining telephone numbers in accordance with the rates and terms stated in Section 5.4. Service Rates.

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.4 Service Rates****5.4.1 Toll Service**

From Customer's Premises in Kentucky to any point in Kentucky:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business.	.09	6 seconds	6 seconds

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5.4.2 Toll-free Service

From points in Kentucky to Customer's Premises in Kentucky:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	.09	6 seconds	6 seconds

Payphone origination charge - \$.30 per call

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(M) Service Charges moved to Original Sheet No. 35.1

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Birch Telecom of Kansas Inc.
David E. Scott, President
2020 Baltimore Avenue
Kansas City, MO 64108

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.4 Service Rates (continued)****5.4.3 Calling Card Service**

From any point in Kentucky to points in Kentucky:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	\$.20	6 seconds	6 seconds

Payphone origination charge - \$.30 per call

Surcharge - \$.25 per completed call

5.4.4 Reserved for Future Use (T)(M)**5.4.5 Birch Basic Business Line and Trunk****A. Toll Service**

From Customer's Premises in Kentucky to any point in Kentucky:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business	.089	6 seconds	6 seconds

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.4 Service Rates (continued)****5.4.5 Birch Basic Business Line and Trunk****B. Toll-free Service**

From points in Kentucky to Customer's Premises in Kentucky:

	Per Minute	Minimum	Billing Increment
Business	.089	6 seconds	6 seconds

Payphone origination charge - \$.30 per call

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C. Calling Card Service

From any point in Kentucky to points in Kentucky:

	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
Business (3)	.20	6 seconds	6 seconds

Payphone origination charge - \$.30 per call

Surcharge \$.25 per completed call

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(M) Service Charges moved to Original Sheet No. 35.1

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EXECUTIVE DIRECTORBirch Telecom of Kansas Inc.
David E. Scott, President
2020 Baltimore Avenue
Kansas City, MO 64108

5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

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5.4 Service Rates (continued)**5.4.6 Birch Basic Business Line and Trunk (continued)****F. Birch Price Protection Plan**

1. Birch offers optional discounts for Customers that agree to a term commitment of 12 or 24 months. Customer is eligible for Price Protection Plan ("PPP") term pricing only where Customer has a minimum of three Birch Basic Business Lines and/or Trunks, as defined in Birch's KY P.S.C. Tariff No. 1, within an account. The 24-month commitment also qualifies Customers for a Local Exchange Service discount as provided in Birch's KY P.S.C. Tariff No. 1.
2. Customers subscribing to the PPP must commit to a written term service agreement in a form designated by Birch, which shall include, without limitation, Customer's term selection.
3. The term will commence on the billing date for the first new line or the first billing date after Customer executes a term service agreement if the service is currently being provided to Customer.
4. All rules, regulations, fees, charges, taxes and surcharges normally applicable to Birch Basic Business Line and Trunk services shall apply. Any charges in any proposal or quotation are exclusive of taxes and surcharges. Term pricing may not be combined with any other offer.
5. If monthly term rates as specified in this Section decrease during the term period, Customer may elect to obtain the new rates by executing a new term service agreement with the new rates, with a new term commencement date, and an agreement to the same or greater commitment term period.
6. For Customers who establish a term service agreement, monthly Birch Basic Business and Trunks rates will not change as a result of a Birch-initiated increase; however, if a Local Exchange Rate Group Reclassification occurs, as set forth in this Tariff, an adjustment for the remaining term of the term service agreement will be made.

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

(N)

5.4 Service Rates (continued)**5.4.6 Birch Basic Business Line and Trunk (continued)****F. Birch Price Protection Plan (continued)**

7. If Customer disconnects Services or otherwise terminates its term service agreement prior to the end of the current term for any reason except for a failure by Birch to meet the terms of the Term Customer Service Level Objectives specified below, Customer agrees on the next monthly invoice to pay a termination charge as liquidated damages and not as a penalty, equal to the greater of:
 - a. \$50.00 per terminated line, or
 - b. \$10.00 per terminated line multiplied by the number of months remaining in the current term.
8. Customer may add or terminate new voice lines without termination liability, provided that Customer maintains service to its primary billed telephone number for the remainder of the term commitment and remits payment for any applicable charges, surcharges and fees.
9. The following Service Level Objectives apply to the PPP only, and are subject to all other provisions of this Tariff, including specifically but without limitation, any and all limitations of liability. Birch will use commercially reasonable efforts to provide Services in accordance with the following Service Level Objectives:
 1. Complete loss of Service caused solely by a Birch network problem will be remedied within 8 business hours from Customer notification to Birch Network Maintenance ("BNM").
 2. Partial loss of Service caused solely by a Birch network problem will be remedied within 12 business hours from notification to BNM.
 3. Noise or static caused solely by a Birch network problem will be remedied within 16 business hours from notification to BNM.
10. As Customer's sole remedy for any failure to meet any of the above Service Level Objectives, unless such Service Level Objective is caused by an event outside the reasonable control of Birch, any event of force majeure, or any failure resulting from facilities, inside wiring or equipment of Customer or third parties, Customer may terminate its term commitment obligation without incurring termination liability. If Customer continues to use Birch service following any such notice of termination, Customer may continue to receive term pricing and pricing update notices.

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

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5.4 Service Rates (continued)**5.4.6 Birch Basic Business Line and Trunk (continued)****F. Birch Price Protection Plan (continued)**

11. A Service Level Objective failure shall be deemed to commence upon the opening of a trouble ticket with BNM, as requested by Customer, and shall be deemed to terminate upon the clearing of the same trouble ticket. No failure shall be deemed to have occurred unless Customer has provided reasonable assistance in an effort to diagnose the reported problem. Reasonable assistance includes, but is not limited to, requesting the opening of a trouble ticket from BNM promptly, providing Birch access to Customer's premises, if necessary, and assisting Birch with problem identification and resolution.
12. Customer shall be responsible at all times for the proper installation, operation and maintenance of any Customer-provided equipment used in connection with the Services. In addition, Customer shall ensure that all such equipment is technically and operationally compatible with the Services and in compliance with applicable laws and regulations.
13. If Customer relocates to another location in a Birch market where the same Services are available, Customer may transfer Services to the new location if the new Services equal or exceed the number of lines at the old location, upon payment of installation charges for the new location, if applicable; however, rates may vary by location, and Customer's rates may increase.
14. Services are for Customer's use only and may not be resold, and the term service agreement may not be transferred or assigned, by operation of law or otherwise, without Birch's prior written approval. Any attempted assignment or transfer without Birch's prior written approval shall be void.
15. In the event a governmental agency determines the term service agreement violates any law, rule or regulation, Birch shall have the option of terminating the term service agreement without further obligation to Customer or revising such agreement to comply with such law, rule or regulation.

(N)

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David E. Scott, President
Birch Telecom of the South, Inc.

4. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

4.4 Service Rates (continued)

4.4.5 Birch Basic Business Line and Trunk (continued)

G. Birch Price Protection Plan (continued)

16. Birch Price Protection Plan Rates

- a. Toll Service for calls from Customer's Premises in Kentucky to any point in Kentucky:

<u>12-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
No Volume Commitment	\$0.059	6 seconds	6 seconds
\$100 Per Month Commitment	\$0.049	6 seconds	6 seconds
\$250 Per Month Commitment	\$0.044	6 seconds	6 seconds
\$1000 Per Month Commitment	\$0.039	6 seconds	6 seconds

<u>24-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
No Volume Commitment	\$0.059	6 seconds	6 seconds
\$100 Per Month Commitment	\$0.049	6 seconds	6 seconds
\$250 Per Month Commitment	\$0.044	6 seconds	6 seconds
\$1000 Per Month Commitment	\$0.039	6 seconds	6 seconds

- b. Toll Free Service for calls terminating to Customer's Premises in Kentucky from any other point in Kentucky:

<u>12-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
No Volume Commitment	\$.069	6 seconds	6 seconds
\$100.00 Volume Commitment	.059	6 seconds	6 seconds
\$250.00 Commitment	.054	6 seconds	6 seconds
\$1000.00 Volume Commitment	.044	6 seconds	6 seconds

<u>24-Month Term Commitment</u>	<u>Per Minute</u>	<u>Minimum</u>	<u>Billing Increment</u>
No Volume Commitment	\$.069	6 seconds	6 seconds
\$100.00 Volume Commitment	.059	6 seconds	6 seconds
\$250.00 Commitment	.054	6 seconds	6 seconds
\$1000.00 Volume Commitment	.044	6 seconds	6 seconds

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.4 Service Rates (continued)****5.4.6. Birch Business Volume Commitment Plans – Rates**

The volume commitment level can be met by a combination of Toll, Toll-free and Calling Card Services usage.

1. Toll Service

<u>Total Usage – No Volume Commitment</u>	Rate Per Minute (1)	Minimum	Billing Increment
Total Usage – \$25.00 Volume Commitment Intrastate	Rate Per Minute \$.08	Minimum 6 seconds	Billing Increment 6 seconds (D)
Total Usage – \$100.00 Volume Commitment Intrastate	Rate Per Minute \$.07	Minimum 6 seconds	Billing Increment 6 seconds (D)
Total Usage – \$250.00 Volume Commitment Intrastate	Rate Per Minute \$.054	Minimum 6 seconds	Billing Increment 6 seconds (D)
Total Usage – \$500.00 Volume Commitment Intrastate	Rate Per Minute \$.065	Minimum 6 seconds	Billing Increment 6 seconds (D)
Total Usage – \$1,000.00 Volume Commitment Intrastate	Rate Per Minute \$.044	Minimum 6 seconds	Billing Increment 6 seconds (D)

(1) See Section 5.4 preceding for rate per minute

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.4 Service Rates (continued)**

(1) See Section 5.4 preceding for rate per minute.

5.4.6. Business Volume Commitment Plans – Rates (continued)**2. Toll-free Service**

<u>Monthly Usage for Volume Commitment</u>	<u>Rate per minute</u>	
No Volume Commitment	.09	
\$25.00 Volume Commitment	.09	
\$100.00 Volume Commitment	.085	
\$250.00 Volume Commitment	.64	(N)
\$500.00 Volume Commitment	.08	
\$1,000.00 Volume Commitment	.054	(R) (D)

3. Calling Card

<u>Monthly Usage for Volume Commitment</u>	<u>Rate per minute</u>	
No Volume Commitment	\$.20	
\$25.00 Volume Commitment	.20	
\$100.00 Volume Commitment	.20	
\$250.00 Volume Commitment	.20	(N)
\$500.00 Volume Commitment	.20	
\$1,000.00 Volume Commitment	.20	(D)

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.4 Service Rates (continued)****5.4.7 Birch Business Long Distance Only**

This service applies to Business customers that do not subscribe to the Birch Basic Business Line and Trunk local exchange service.

A. Toll Service

For calls originating from Customer's premises in Kentucky and terminating at any other point in Kentucky:

	<u>Per</u> <u>Minute</u>	<u>Minimum</u>	<u>Billing</u> <u>Increment</u>	
\$100 Per Month Commitment	\$0.069	6 seconds	6 seconds	
\$500 Per Month Commitment	0.065	6 seconds	6 seconds	(M)

B. Toll Free Service

For calls terminating to Customer's premises in Kentucky from any other point in Kentucky:

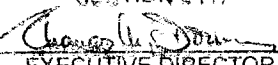
	<u>Per</u> <u>Minute</u>	<u>Minimum</u>	<u>Billing</u> <u>Increment</u>	
\$100 Per Month Commitment	\$0.089	6 seconds	6 seconds	
\$500 Per Month Commitment	0.089	6 seconds	6 seconds	(M)

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(M) Service Charges moved to Original Sheet No. 35.1

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)

5.4 Service Rates (continued)

5.4.8 Reserved for Future Use

(T)(M)

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(M) Default Rate moved to 1st Revised Sheet No. 35.

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BY Charles S. B... ..
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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.5 Miscellaneous Service****5.5.1 Default Rate (M)**

Default (also known as Casual) Rate: A per-minute rate, with a three-minute minimum, is applicable to interLATA or intraLATA intrastate calls placed by callers who access Birch Telecom service by dialing Birch's 1010XXXX numbers or are no longer a Birch Telecom local customers but did not change their long distance carrier. This rate is applicable to residential and business lines for which Birch Telecom is not the presubscribed interexchange carrier.

This charge does not apply to any former residential or business customers who qualify for Birch Long Distance Only Plans.

Rate: \$.59 (M)

5.5.2 Directory Assistance (M)**A. Local**

Rate Per Request
See Birch Telecom
Kentucky P.S.C. No. 1 tariff
for rates.

B. Long Distance

- Sent Paid	\$1.25
- Third Number, Special Billing, Calling Card	\$1.25

C. National

-Sent Paid	\$1.25	
-Third Number, Special Billing, Calling Card	\$1.25	(M)

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(M) Default Rate previously located on

(M) Directory Assistance previously located on

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.5 Miscellaneous Service****5.5.2 Non-recurring charges (M)**

Non-recurring service charges apply to all Birch business and residential products (N)

Toll Service non-recurring charge (T)(M)

Add validated account codes, per account, per request \$10.00

Replace all/change all digit length account codes, per account 50.00 (M)

Toll Free non-recurring charges (T)(M)

Add toll free number to account, per number \$10.00

Move toll free number from one account to another, per number 5.00

Change number, restriction, terminating number, per number 5.00 (M)

4.5.4 International Block (N)

International Block will allow both IntraLATA and InterLATA calls to complete for any number on the North American Dialing Plan (NADP) but block any international call attempted. The NADP include all of the mainland U.S, off shore U.S, Canada, and all 809 NPA's. This feature will be provided on a demand basis and is available to business and residential customers. Business or Residential customers who request this feature, after the customer has converted their local service to Birch, will be billed the non-recurring charge. The non-recurring charge will be waived if the customer request this feature at the time of conversion

A. Rates and Charges

The following rates and charges apply in addition to the established rates and charges for the services with which this feature is associated.

	<u>Monthly Rates</u>	<u>Non recurring Charge</u>	
International Block	\$0.00	\$10.00	(N)

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Non-recurring charges previously located on

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BY Charles H. Dore
EXECUTIVE DIRECTOR

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5. PROVISION OF INTRASTATE INTEREXCHANGE SERVICE (continued)**5.5 Promotions**

(M)

From time to time, the Company may elect to offer special promotions to its customers. These promotions will generally consist of a reduced price, a waiver of installation charges, or a free service with a purchase of another service.

Any promotional waiver or discounted rate will apply only one time per customer for each service in any given wire center prefix during the course of the promotional period, subject to prior notification and approval by the Commission.

The Company will provide written notice to the Commission no less than seven (7) days prior to the beginning of each promotion period identifying the promotion and the exchanges within which the promotion will be offered. If facilities permit, all residence and/or business customers will be offered the same opportunity to take advantage of the same terms and conditions under the promotions in which to subscribe to residence or business services.

(M)

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